

EXHIBIT 1

CONTINGENT FEE AGREEMENT

This Agreement ("Agreement") is entered into this 24th day of June, 2020 by and between Parnell Colvin ("you") and JESSE SBAIH & ASSOCIATES, LTD., a professional corporation ("we"), and is as follows:

1. **Conditions.** This Agreement will not take effect, and we will have no obligation to provide you legal services, until you return a signed copy of this Agreement.

2. **Scope of Services.** You hereby employ and retain us to institute legal proceedings on your behalf in relation to a potential racial and/or age discrimination claim you may have against MJ Dean Construction, Inc. We will provide those legal services reasonably required to represent you. We will take reasonable steps to keep you informed of progress and to respond to your inquiries. If a court action or arbitration is filed, we will represent you through trial or arbitration, post-trial motions and in any appeal made to the Nevada Supreme Court or federal appellate court, when applicable. Unless you and we make a different Agreement in writing, this Agreement will govern all future services we may perform for you on this matter.

3. **Client's Duties.** You agree to be truthful with us, to cooperate, to keep us informed of developments, to abide by this Agreement, and to keep us advised of your address, telephone number and whereabouts.

4. **Legal Fees and Billing Practices.** THIS IS A CONTINGENT FEE AGREEMENT. You agree to pay us the following fee for any recovery we make on your behalf:

(a) Thirty-three and one-third (33 1/3%) of the gross amount of any sum collected by settlement **prior to the filing of a lawsuit**, exclusive of all costs that are incurred on your behalf.

(b) Forty percent (40%) of the gross amount of any settlement, judgment or award occurring **after filing of a lawsuit**. This fee is exclusive of all costs that are incurred on your behalf.

(c) Forty-five percent (45%) of the gross amount, of any judgment or settlement if an appeal of the judgment or arbitration award is taken. This fee is exclusive of all costs that are incurred on your behalf.

(d) Twenty percent (20%) of all attorney fees recovered/earned in this matter will be paid to LRIS, the Nevada State Bar entity that referred you to our firm

5. **Costs.**

(a) **In General.** We will incur various costs and expenses in performing legal services under this Agreement. You agree to pay for those costs and expenses in

addition to the fee set forth above, but only provided in the following sentence. **All costs and expenses shall be deducted from the recovery; you are only liable for the costs and expenses incurred by us on your behalf to the extent there are funds available from the recovery.** The costs and expenses commonly include process servers' fees, fees fixed by law or assessed by courts and other agencies, court reporters' fees, long distance telephone calls, messenger and other delivery fees, postage, parking and other local travel expenses, photocopying and other reproduction costs, telecopying, clerical staff overtime, word processing charges, charges for computerized legal research time and other similar items. All costs and expenses will be charged at our cost.

(b) Out of Town Travel. You agree to pay transportation, meals, lodging and all other costs of any necessary out-of-town travel by our personnel.

(c) Experts, Consultants and Investigators. To aid in the preparation or presentation of your case, it may become necessary to hire expert witnesses, consultants or investigators. We will not hire such persons unless you agree to pay their fees and charges. We will select any expert witnesses, consultants or investigators to be hired.

(d) Direct Payment of Certain Costs. For certain costs, such as expert witness fees, consultants' fees, investigators' fees, and court reporters' fees, we may require you to make arrangements for direct payment to the person or company performing such service.

6. **Lien.** You hereby grant us a lien on any and all claims or causes of action that are the subject of our representation under this Agreement. Our lien will be for any sums owing to us at the conclusion of our services. The lien will attach to any recovery you may obtain, whether by arbitration award, judgment, settlement or otherwise.

7. **Settlement Offers.** All offers of settlement and our professional evaluation regarding each offer will be promptly communicated to you. You agree to make no settlement unless we are present and receive our fees and costs in accordance with this Agreement. You agree that we may retain our fees, together with any unpaid costs, out of the amount finally collected by settlement or judgment. The determination of the reasonableness and acceptability of any offers of settlement shall be in the sole discretion of Jesse Sbain & Associates, Ltd. If an offer of settlement is, in the professional opinion of Jesse Sbain & Associates, Ltd. is reasonable under the facts and circumstances of the case, you have the choice of either (i) accepting the offer, or (ii) remitting to Jesse Sbain & Associates, Ltd. our contingent fee had that sum been accepted and concurrently consenting in writing to the firm of Jesse Sbain & Associates, Ltd. withdrawing from the action as your attorneys.

8. **Withdrawal.** We may withdraw with your consent or for good cause. Good cause includes your breach of this Agreement; your refusal to cooperate with us or to follow our advice on a material matter or any fact or circumstance that would render our continuing representation unlawful or unethical. In the event of withdrawal, you agree to allow us to lien any recovery you may obtain for the costs we have incurred on your behalf and for the hourly fees incurred on your

behalf at our current hourly billing rate or the fee we would have received if the last offer made by the opposing parties had been accepted, whichever is higher.

9. **Disclaimer of Guaranty.** Nothing in this Agreement and nothing in our statements to you will be construed as a promise or guaranty about the outcome of your case. We make no such promises or guaranties. Our comments about the outcome of your case are expressions of opinion only. You understand that you may lose any resulting litigation and that if you lose you will be personally liable for the opposing parties allowed costs and may be liable for their attorneys' fees as well. Also, that any lawsuit brought solely to harass or to coerce a settlement may result in liability for abuse of process or malicious prosecution.

10. **Binding Effect.** By this Agreement you hereby bind your heirs, executors, and legal representatives.

JESSE SBAIH & ASSOCIATES, LTD.

By: Ines Olevic-Saleh
INES OLEVIC-SALEH, ESQ.

I/WE HAVE READ AND FULLY UNDERSTAND THE FOREGOING AGREEMENT AND AGREE TO ITS TERMS.

Dated: 6/21/2020

PARDELL COLVIN

Print Name

PardeLL

Signature

Address: 6681 TARA AVE

CAS VEGAS NV 89140

Telephone: 503-490-0809

Date of Birth: 4/20/69

Social Security No.: 50-178-0490

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